REMARKS

Prior to entry of this paper, Claims 1-45 were pending. In this paper, Claims 1, 5, 18, 26, 35, and 41-45 are amended; no claims are cancelled or added. Claims 1-45 are currently pending. No new matter is added by way of this amendment. For at least the following reasons, Applicants respectfully submit that each of the presently pending claims is in condition for allowance.

Claim Rejections – 35 U.S.C. § 101

Claims 41-44 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. These claims have been amended to be directed to computer readable storage medium, which is statutory subject matter. Consequently, Applicant holds that the rejection under 35 U.S.C. §101 is now moot and should be withdrawn.

Claim Rejections – 35 U.S.C. § 103

Claims 1-7, 9-23, 25-34, and 41-44 are rejected under 35 U.S.C. 103 (a) as being unpatentable over Tewari et al. (US 2003/0097564) in view of Laraki et al. (US 2003/0233329). Claims 8 and 24 are rejected under 35 U.S.C. (a) as being unpatentable over Tewari et al. (US 2003/0097564) in view of Laraki et al. (US 2003/0233329) and further in view of Wilf (US 6,496,824). Claims 35-40 are rejected under 35 U.S.C. 103 (a) as being unpatentable over Tewari et al. (US 2003/0097564) in view of Laraki et al. (US 2003/0233329) and Aura (US 2003/0166397). Claim 45 is rejected under 35 U.S.C. 103 (a) as being unpatentable over Tewari et al. (US 2003/0097564) in view of Fishman (US 6,871,236). Applicants respectfully traverse these rejections.

Regarding Claim 1, the final office action suggests that the *user* in Tewari does not provide authentication information. In fact, Tewari teaches that "[w]hen the user 1201 finds content that he wants to access, *he logs in*, goes through a purchase process, or some other authentication method 1208 on the customer server 1202. The customer server 1202 authenticates the *user*...." Emphasis added; See Tewari, page 25, paragraph 0609. Unlike the claimed invention, Tewari's *user* provides authentication information during the log in or purchase process. The authentication process of

Tewari is not *independent of user authentication*. Therefore, Tewari does not teach determining at least one device signature independent of initial user authentication.

Moreover, a careful review of Laraki indicates that it fails also to teach this feature. As part of Laraki's subscription of content services to mobile devices, "the authorization determination is made in accordance with the mobile user's current account as maintained through the billing system." See Laraki, page 3, paragraph 0047. Further, Laraki teaches that "the SMS 24 verifies the identity of the user. In a preferred embodiment, the SMS transmits a screen requesting that the *mobile user enter a secret password* to verify the mobile user's identity." Emphasis added; See Laraki, page 3, paragraph 0038. As with Tewari, Laraki does not appear to teach or suggest a process independent of user authentication. Instead, Laraki teaches the use of a billing system or secret password, input by the *user*, for authentication. Therefore, Laraki does not teach determining at least one device signature independent of initial user authentication.

Additionally, Aura does not teach or suggest determining at least one device signature independent of user authentication. Instead, Aura teaches that "[t]he mobile unit is fully authenticated in the first base station (e.g., *the user has logged in* and paid for service)." Emphasis added; See Aura, page 1, paragraph 0006. Therefore, Aura also teaches the *user* provides authentication information during log in. Thus, the authentication process of Aura is not independent of initial user authentication as required by at least Claim 1 of the Applicants. Therefore, Aura does not cure the defects of Tewari and so does not render the claimed invention obvious.

Further, Fishman does not teach or suggest determining a device signature at all. Instead, Fishman teaches "customize[ing] content using transforms assigned to each mobile client." See Fishman, Abstract. Fishman's customization does not appear to involve levels of trust or device signatures. Therefore, Fishman has nothing to do with the claimed invention and does not cure the defects of Tewari.

Independent Claims 18, 26, 35, 41, and 45 include similar, albeit different, features to independent Claim 1. Thus, for the reasons stated above, none of Tewari, Laraki, Aura, or Fishman,

either alone or in combination (which combination the Applicants deny) render obvious claims 1, 18, 26, 35, 41, and 45. Thus, Applicants respectfully submit that, because the cited references do not support a *prima facie* rejection of at least the pending independent claims, the Applicants request that at least claims 1, 18, 26, 35, 41, and 45 be allowed to issue.

Further, regarding Claim 45, Applicants disagree that Fishman's associated information renders the claimed invention obvious. Fishman teaches "operating characteristics" of a mobile client that "should be interpreted broadly to encompass any characteristic that is related to provide mobile clients with content from a content source, including communication link, accounting for differences in hardware or software, and the subjective interests of a user at the mobile client. Upon receiving content for a mobile client, the mobile gateway identifies the appropriate transform, transforms the content, and sends the transformed content to the mobile client." See Fishman, column 3, lines 35-50. While these operating characteristics are *not* the same as the associated information claimed, they are further *not* used to determine a level of trust as required by the Applicants' Claims. The operating characteristics of Fishman are only used for content transformation and *not* in determining a level of trust. When considered as a whole, or in combination with the other cited references (the combination of which the Applicants deny), Fishman does not teach or suggest a means for determining a level of trust based, in part, on associated information included within a request. Therefore, Fishman does not cure the defects of Tewari and so does not render Claim 45 obvious.

Further, regarding Claim 35, Applicants hold that none of Tewari, Laraki nor Aura teach or suggest *initially* determining at least two device signatures for the mobile device based on the at least one level of trust, wherein the at least two device signatures are each determined independent of user authentication. Aura discloses that "[a]t an event 206, the base station ... sends a first credential to the mobile node ... Thereafter, *at some period after the event* ... the mobile node is fully authenticated again ... Accordingly, at an event 210, which *follows* the second full authentication operation, the base station 200 provides a second credential." See Aura, page 4, paragraphs 0036-0037. Aura appears to teach sending a first credential followed, after some period of time and based on an event, by another credential. Thus, for at least this reason, Aura does not

teach or suggest that two device signatures are each determined *initially* and so does not overcome the deficiencies of Tewari and Laraki.

Further, Applicants hold that there is no motivation to combine Tewari and Aura. Tewari teaches a transaction-based load-balanced content delivery system with user authorization. Aura, which teaches a method of reducing authentication delay in a mobile authentication system, does not solve additional problems associated with Tewari, as suggested by the final office action. Upon authentication, "the customer server 1202 *directs the user 1201 to the content delivery server 1206 using the URL 1209.* The user requests the content ... as specified by the URL." See Tewari, page 25, paragraph 0609-0610. The user of Tewari appears to be given a URL to access content. Since the hash value is embedded in the URL, additional authentication from Aura is unnecessary. Therefore, the nature of the problem to be solved does not provide motivation to combine these two references.

The final office action suggests the motivation to combine Aura with Tewari is to "allow the mobile device to obtain authentication with new base stations with reduced delay." However, the devices in Tewari do not need to repeatedly obtain authentication as they are given one-way hash values that allow them to access a variety of content servers. Therefore, there is no motivation in the teachings of the prior art to combine Aura's method of reducing authentication delay with Tewari. To attempt to make such proposed modifications may render the cited references unsatisfactory for its intended purpose and at least is likely to otherwise change its principle of operation – in either instance, there is no suggestion or modification to make the proposed modification. See MPEP 2143.01 V and VI. Therefore, Applicants suggest that the desire to combine occurs only in hindsight based on the Applicants' disclosure, which is impermissible. See MPEP 2143.

Further, regarding Claim 1, the final office action suggests that Tewari teaches determining *at least one level of trust* based, in part, on the associated information and determining at least one device signature for the device based on the *at least one level of trust.* Applicants respectfully disagree. Tewari does not appear to teach or suggest a *plurality of levels of trust.* Instead, Tewari

teaches a "customer server authenticates the user using a user database..." See Tewari, paragraph 0609. Tewari appears to teach using a customer server to authenticate a user and then providing the user with a one-way hash value to access content on a content server. Tewari does not teach or suggest that the one-way hash value is determined based on one of *a plurality of levels of trust*, as Tewari does not disclose levels of trust. Moreover, a careful review of Laraki indicates that it fails also to teach *levels of trust*. Therefore, Tewari and Laraki, either alone or in combination (the combination of which the Applicants deny) do not render the claimed invention obvious. Thus, for at least this reason, Claim 1 should be allowed to issue.
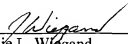
In addition, Claims 2-17 depend from Claim 1; Claims 19-25 depend from Claim 18; Claims 27-34 depend from Claim 26; Claims 36-40 depend from Claim 35; and Claims 42-44 depend from Claim 41. Therefore, for at least the same reasons as their respective independent claims, each of the dependent claims is also allowable. Thus, Applicant respectfully submits that Claims 1- 45 are in condition for allowance, and should be allowed to issue.

CONCLUSION

By the foregoing explanations, Applicants believe that this response has responded fully to all of the concerns expressed in the Final Office Action, and believes that it has placed each of the pending claims in condition for immediate allowance. Early favorable action in the form of a Notice of Allowance is urged. Should any further aspects of the application remain unresolved, the Examiner is invited to telephone Applicants' attorney at the number listed below.

Dated: January 17, 2007   Respectfully submitted,

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